

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....x
:
Brian Donnelly aka KAWS and KAWS INC. :
: 1:21-cv-09562-PKC
Plaintiff, :
: NOTICE OF MOTION TO
: WITHDRAW AS COUNSEL
- v. - :

JONATHAN ANAND, et. al. :
Defendants. :
.....x

PLEASE TAKE NOTICE that upon my annexed declaration, and subject to the approval of the court, I hereby withdraw as Counsel for Defendant Jonathan Anand, and request that I be removed from the Case Management Electronic Case Files (CM/ECF) notification list in the above-captioned matter. The reason for my withdrawal is that I am named as a creditor in the list of creditors by Defendant Jonathan Anand. This may create a potential conflict of interest with Defendant Jonathan Anand and his entities in the present action.

WHEREFORE, it is respectfully requested that the Court withdraw the appearance of Sanjay Choubey, Esq. on behalf of Defendant Jonathan Anand.

Dated: New York, New York
January 2, 2025

By:

sanjay choubey

SANJAY CHAUBEY, ESQ.
Attorney for Defendant
Jonathan Anand
211 East 43rd Street, Suite 623
New York, NY 10017
Phone: 212-563-3223

Email: choubeylaw@gmail.com

Without opposition from
Mr. Anand and for good
cause shown, the
motion of Attorney Sanjay
Choubey to withdraw is GRANTED,
Mr. Anand is advised to promptly
retain counsel. The same advice is given
to Mr. Donnelly. SO ORDERED.

J. M. Watt, ISD/T 4-3-25

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....x
Brian Donnelly aka KAWS and KAWS INC. :
Plaintiff, : 1:21-cv-09562-PKC
: DECLARATION OF SANJAY
: CHAUBEY IN SUPPORT OF
: MOTION TO WITHDRAW AS
: COUNSEL
- v. - :
JONATHAN ANAND, et. al. :
Defendants. :
.....x

I, Sanjay Chaubey, declare and state as follows:

1. I am the Attorney of Record for Defendant Jonathan Anand. I submit this declaration in compliance with Local Rule 1.4 to notify the court that I am withdrawing as counsel for Defendant Jonathan Anand because my name as a creditor in the Defendant Jonathan Anand's Bankruptcy proceedings has created a conflict of interest in my representation of Defendant Jonathan Anand in the present matter.

2. My withdrawal will not delay the matter or prejudice any party.

3. I am not retaining a charging lien.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: January 2, 2025
New York, NY


Sanjay Chaubey, Esq.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....x
Brian Donnelly aka KAWS and KAWS INC. :
Plaintiff, : 1:21-cv-09562-PKC
: MEMORANDUM OF LAW
- v. - :
JONATHAN ANAND, et. al. :
Defendants. :
.....x

This Memorandum of Law is being filed in support of Attorney Sanjay Chaubey's Motion to withdraw as Attorney of Record for Defendant Jonathan Anand in the present matter.

I. PRELIMINARY STATEMENT

For the factual background, the Court is respectfully referred to the Complaint, dated November 18, 2021.

II. ARGUMENTS

Attorney Chaubey has encountered a complete breakdown in the relationship with Defendant Jonathan Anand. These differences clearly place this case in line with the precedent of New York Federal District Courts for relieving an attorney of record. Therefore, pursuant to Local Civil Rule 1.4 and Your Honor's Individual Practice Rule 3.A.g, I respectfully request to be relieved as attorney of record.

Local Civil Rule 1.4 provides that:

"An attorney who has appeared as attorney of record for a party may be relieved or displaced only by order of the court and may not withdraw from a case without leave of the court granted by order. Such an order may be granted only upon a showing by affidavit or otherwise of satisfactory reasons for withdrawal or displacement and the posture of the case,

including its position, if any, on the calendar.

New York District Courts have interpreted this local rule to hold that: satisfactory reasons include failure to pay legal fees, a client's lack of cooperation- including lack of communication- with counsel, and the existence of an irreconcilable conflict between attorney and client." *See, Hallmark Capital Corp. v. Red Rose Collection*, 1997 U.S. Dist. LEXIS 16328, No. 96 Civ. 2839, 1997 WL 661146, at 2 (S.D.N.Y. Oct. 21, 1997); *Shea v. F.C. Fin. Servs.*, 1994 U.S. Dist. LEXIS 15604, No. 92 Civ. 5756, 1994 WL 649176, at 1 (S.D.N.Y. Nov. 16, 1994); *Furlow v. New York*, 1993 U.S. Dist. LEXIS 3510, No. 90 Civ. 3956, 1993 WL 88260 at 1-2 (S.D.N.Y. Mar. 22, 1993)

In the instant matter, the Defendant Jonathan Anand has failed to pay the accrued professional fees and instead of paying has named Attorney Sanjay Chaubey, Esq. in the list of creditors. Therefore, any unpaid fees cannot be claimed by Attorney from Defendant Jonathan Anand. Besides, Defendant Jonathan Anand has also failed to provide necessary instructions or documents to defend the legal action as the Defendant Jonathan Anand is located in the State of Virginia.

When considering a motion to withdraw, in *Shea*, the Court found that "the existence of the acrimony [between defendant and its attorney] by itself is enough to convince the Court that [counsel] are no longer in a position to best represent defendant's best interests in this action." *Shea v. F.C. Fin Servs.*, *supra*. Further, in *Hallmark*, the Court relieved counsel of record solely on the basis of "irreconcilable differences" between plaintiff and his attorney and emphasizing "it is not necessary for the Court to decide who or what caused the irreconcilable differences." *Hallmark Capital Corp. v. Red Rose Collection*, *supra*.

Hence, due to the breakdown of the relationship between Defendant Jonathan Anand and Attorney Sanjay Chaubey, it is not possible for Attorney Sanjay Chaubey to represent the Defendant Jonathan Anand anymore. The Attorney Sanjay Chaubey would rather not divulge privileged information in a motion to the Court and would rather

discuss it in camera with the Court. In the meantime, Attorney Sanjay Chaubey also request that the case be stayed so that Defendant Jonathan Anand can take appropriate steps to preserve his rights.

III. CONCLUSION

Therefore, it is respectfully requested that the Court: (i) grant this application to be relieved as counsel of record for the Defendants, effective *nunc pro tunc* as of the date of this filing; (ii) stay the proceeding for a period of thirty (30) days, or such other period of time that the Court deems appropriate and (iii) order any and all such other relief that the Court deems appropriate.

Dated: New York, New York
January 2, 2025

By:



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